

# Memorandum of Understanding

by and between the  
King County  
and the  
City of Seattle

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Chief of Police

## **I. Parties**

This Agreement is entered into by and between King County, acting through its Department of Adult and Juvenile Detention, (hereinafter referred to as "DAJD") and the City of Seattle, acting through its Seattle Police Department, (hereinafter referred to as "SPD").

## **II. Purpose**

SPD's goal is to establish and maintain a new data repository of juvenile photographs within the ImageWare Software Incorporated ("IWS") software that are associated with SPD juvenile arrests.

## **III. Statement of Work**

DAJD will provide SPD with services using the existing capabilities of DAJD's IWS System that would permit SPD to input, update, and view information captured by SPD as the result of arrests of juvenile offenders. This includes the creation of a separate database titled "SPD Juvenile". DAJD will provide routine administration services such as periodic image quality assessment, facilitating special extracts with IWS, and ensuring data backups are executed.

DAJD shall provide SPD access to the IWS server to enable the capture and retrieval of identification photographs of juvenile suspects arrested by SPD and photographed under authority of Washington State Law.

## **IV. Purpose and Use of Information**

1. SPD and DAJD recognize and agree that in accordance with State Law that juvenile record information, including juvenile photos, are be protected by RCW Chapter 13.50.
2. The county disclaims any warranty of any kind, including any warranty of merchantability or warranty for fitness of use for a particular purpose, express or implied, with respect to the database.
3. The county makes no representation or warranty as to the accuracy or timeliness of information in this database.
4. Information captured and contributed by SPD is the sole responsibility of SPD including among other uses, copying or distribution.
5. Errors may exist in the database as provided. All SPD users of this database accept the same as is, with all faults, and assume all responsibility for use thereof, and further covenant and agree to hold the County harmless from and against any damage, loss, or liability arising from any use of the database.
6. DAJD will only access the SPD Juvenile Database during normal administrative tasks by DAJD's IT section. In all other cases involving juveniles, a written request will be made by DAJD or other criminal justice agencies directly to SPD. SPD shall not use juvenile record information captured and obtained from the DAJD's database for purposes other than identification and prosecution of offenders allowed by law.

7. The data provided by SPD has been provided for DAJD purposes only. Subject to this Agreement, the County is granted a non-exclusive and perpetual right to use the data.
8. Violation of this Agreement will result in denial of SPD's use of the updated data and in termination of SPD's right to use the data.

#### **V. Period of Performance**

The term of this Agreement shall commence upon the date of execution by both parties unless terminated by either party as provided in this Agreement.

#### **VI. Payment**

Nothing herein shall be construed as obligating SPD to expend funds for this work. This Agreement does not supersede prior agreements between SPD and the DAJD dividing the annual software maintenance fees DAJD pays IWS.

#### **VII. Records Maintenance**

Photographs, records and other documents, in any medium, captured or furnished by one party to this Agreement to the other party, will remain the property of the capturing or furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this captured material, including responding to requests for discovery or public disclosure, without first giving notice to the capturing furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

#### **VIII. Rights in Data**

Unless otherwise provided, the respective party capturing or providing the data being stored shall own data that originates from this Agreement. Data shall include, but not be limited to, photos and other identifying data. DAJD IT Section shall access the SPD Juvenile database while performing normal administration tasks

#### **IX. Agreement Alterations and Amendments**

This Agreement is intended to be a working document and amendments shall not be binding unless they are in writing.

#### **X. Termination**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party.

#### **XI. Governance**

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Any other provisions of the Agreement or written amendments thereto, including materials incorporated by reference.

## **XII. Assignment**

The work and services to be provided under this Agreement are not assignable or delegable by either party without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **XIII. Severability**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end, the provisions of this Agreement are declared to be severable.

## **XIV. Contract Management**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The System Administrator for SPD: Bruce Hills

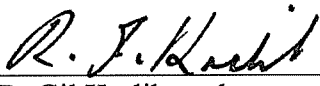
The DAJD's t Information Technology Service Delivery Manager is: Mike Holland

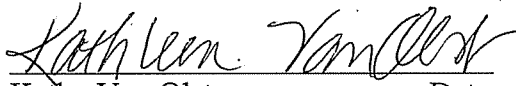
The System Administrator for DAJD: Steve Ford

The persons signing below execute this Agreement and warrant that they have the authority to execute the Agreement.

SEATTLE POLICE DEPARTMENT

KING COUNTY  
DEPARTMENT OF ADULT AND  
JUVENILE DETENTION

 12 NOV 08  
\_\_\_\_\_  
R. Gil Kerlikowske, Date  
Chief of Police

  
\_\_\_\_\_  
Kathy Van Olst Date  
Director